SERFF Tracking Number:
 CDIS-126947548
 State:
 Arkansas

 Filing Company:
 EMC National Life Company
 State Tracking Number:
 47596

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Filing at a Glance

Company: EMC National Life Company

Product Name: SG Amendment filing SERFF Tr Num: CDIS-126947548 State: Arkansas TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved-State Tr Num: 47596

Closed

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: ELP008 State Status: Approved-Closed

Long Term

Filing Type: Form Reviewer(s): Rosalind Minor

Author: Kimberly Dunn Disposition Date: 12/29/2010

Date Submitted: 12/28/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: ReNEW2 SG Amendment filing

Status of Filing in Domicile: Authorized

Project Number: ELP008

Date Approved in Domicile: 12/16/2010

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Association, Trust Overall Rate Impact:

Filing Status Changed: 12/29/2010

State Status Changed: 12/29/2010 Deemer Date:

Created By: Kimberly Dunn

Submitted By: Kimberly Dunn

Corresponding Filing Tracking Number:

Filing Description:

Re: EMC National Life Company (FEIN #42-0868851; NAIC #62928)

GROUP DISABILITY INSURANCE

Group Disability Insurance Policy Amendment pages ELP008 Group Disability Insurance Certificate Amendment pages ELP009

Dear Sir/Madam:

Enclosed for your approval please find Group Disability Insurance Policy Amendment pages ELP008 and Group

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Disability Insurance Certificate Amendment pages ELP009. These forms provide additional benefit options to be added to the previously approved Group Disability Insurance Policy Form LP656 and Group Disability Insurance Certificate form LP657 that were originally approved in your state on XX/XX/XX.

These forms provide additional Group Short and Long Term Disability Insurance (a form of Group Accident and Health Insurance) benefit options for groups with between 2 and 9 lives ("small group"). There is no deviation from generally accepted standard insurance practices. Standard variable provisions are noted in the text of these pages; the attached General and Specific Variables statement explains the type of variables which may be used.

Attached please find a letter authorizing Custom Disability Solutions (a division of Reliance Standard Life Insurance Company) to submit this filing on behalf of EMC National Life Company, a readability Certification, and an EFT payment of \$50.00 as payment of the filing fee.

Thank you.

Company and Contact

Filing Contact Information

Kimberly Dunn, Compliance Consultant kdunn@customdisability.com

Custom Disability Solutions 860-751-7161 [Phone] 50 Stanford Drive 2nd floor 860-751-7166 [FAX]

Farmington, CT 06032

Filing Company Information

(This filing was made by a third party - customdisabilitysolutions)

EMC National Life Company CoCode: 62928 State of Domicile: Iowa

PO Box 9202 Group Code: Company Type: Life Company

Des Moines, IA 50306-9202 Group Name: State ID Number:

(800) 232-5818 ext. [Phone] FEIN Number: 42-0868851

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50 per filing

Per Company: No

SERFF Tracking Number: CDIS-126947548 State: Arkansas State Tracking Number: 47596

Filing Company: EMC National Life Company

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

ReNEW2 SG Amendment filing/ELP008 Project Name/Number:

COMPANY DATE PROCESSED TRANSACTION # **AMOUNT**

EMC National Life Company \$50.00 12/28/2010 43251196 **EMC National Life Company** \$50.00 12/29/2010 43289343

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Closed

Approved-

Objection Letters and Response Letters

Rosalind Minor

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

12/29/2010

Pending Rosalind Minor 12/29/2010 12/29/2010 Kimberly Dunn 12/29/2010 12/29/2010

Industry Response

Filing Notes

Subject Note Type Created By Created Date Submitted

On

12/29/2010

Approval date of underlying Group Policy Note To Reviewer Kimberly Dunn 12/28/2010 12/28/2010

form LP656 and Group Certificate LP657

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Disposition

Disposition Date: 12/29/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Third Party Authorization	Approved-Closed	Yes
Supporting Document	General and Specific Variables document	t Approved-Closed	Yes
	for SG Amendment filing		
Form	Group STD and LTD Small Group Policy	Approved-Closed	Yes
	Amendment		
Form	Group STD and LTD Small Group	Approved-Closed	Yes
	Certificate Amendment		

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/29/2010 Submitted Date 12/29/2010

Respond By Date
Dear Kimberly Dunn,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group STD and LTD Small Group Policy Amendment, ELP008 (Form)
- Group STD and LTD Small Group Certificate Amendment, ELP009 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/29/2010 Submitted Date 12/29/2010

Dear Rosalind Minor,

Comments:

Thank you for your letter.

Response 1

Comments: The additional \$50 EFT was submitted today; we apologize for this oversight.

Related Objection 1

Applies To:

- Group STD and LTD Small Group Policy Amendment, ELP008 (Form)
- Group STD and LTD Small Group Certificate Amendment, ELP009 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Kimberly Dunn, JD

SERFF Tracking Number: CDIS-126947548 State: Arkansas State Tracking Number: 47596

Filing Company: EMC National Life Company

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

CDS Compliance Consultant

Sincerely,

Kimberly Dunn

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Note To Reviewer

Created By:

Kimberly Dunn on 12/28/2010 12:06 PM

Last Edited By:

Rosalind Minor

Submitted On:

12/29/2010 01:58 PM

Subject:

Approval date of underlying Group Policy form LP656 and Group Certificate LP657

Comments:

These forms provide additional benefit options to be added to the previously approved Group Disability Insurance Policy Form LP656 and Group Disability Insurance Certificate form LP657 that were originally approved in your state on 8/27/08. We applied for omitting this information on the General Information tab.

Thank you.

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Form Schedule

Lead Form Number: ELP008

Schedule I	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
ltem l	Number				Data		
Status							
Approved- I Closed 12/29/2010	ELP008	•	n e	Initial		45.000	AR EMC ReNew2 Small Group Policy amendment filing pages.pdf
Approved- I Closed 12/29/2010	ELP009	Certificate	Group STD and LTD Small Group Certificate Amendment	Initial		45.000	AR EMC ReNew2 Small Group Cert amendment filing pages.pdf

EMPLOYER PROVISIONS (Continued)

WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least [31 days] written notice, when:

- You have [2 to 5] employees eligible for coverage, and less than [100%] of the employees eligible for coverage are participating in a plan;
- You have [6 to 9] employees eligible for coverage, and all but one of the employees eligible for coverage are participating in a plan;
- You have [10] or more employees eligible for coverage;
- You are paying the full cost of coverage and less than 100% of the employees eligible for coverage are participating in a plan;
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy;
- Fewer than 2 employees are insured for coverage under this policy or a plan.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day for which premium was paid. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

Plan means a line of coverage under this policy.

Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.

EMPLOYER PROVISIONS (Continued)

We reserve the right to review and terminate all classes covered under a plan if any class(es) cease(s) to be covered.

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

Payable claim means a claim for which we are liable under the terms of this policy.

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

CAN A PLAN BE CHANGED?

You must give us advance notice of a request to change a plan.

WHAT IF STATUTES IN THE STATE OF POLICY ISSUE CHANGE?

Any provision of this policy which, on or after the policy effective date, conflicts with the statutes of the state of policy issue or any federal statutes, is hereby amended to comply with the minimum requirements of such statute.

CAN THE VALIDITY OF THIS POLICY BE DISPUTED?

The validity of this policy shall not be disputed after the policy has been in effect for two years from the policy effective date, except in situations when:

- Premium has not been paid; or
- For fraudulent misrepresentations.

Disputing the validity of this policy shall be prohibited if statements made by the applicant in applying for this policy do not appear in a written document signed by the person making the statement. A copy of the written document must be given to the person making the statement.

ER-7SGRev 3/0

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class = All full-time employees.

You must be working at least 30 hours per week.

[Benefit Percentage = [20%, 50%, 60%, 66 2/3%, 70%] of pre-disability earnings]

[Maximum Payment Amount = [\$1,000] [*]]

[Benefit Amount = Amount in [\$10 or \$25] increments, not to exceed the lesser of [70%] of pre-disability earnings or [\$1,000.][*]]

[*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.]

Minimum Payment Amount = \$12 (required for contributory or voluntary STD plans)

Elimination Period = If disability is due to an injury [0 days];

If disability is due to a sickness: [7 days.]

[Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

- 1. The 52 week period of employment just prior to the date disability begins; or
- 2. The period of employment.]

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

(Continued)

Maximum Payment Duration = [13-26] weeks

Waiting Period:

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following [90 days] in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the next month coinciding with or next following [90 days] in an eligible class.]

If your employment ends and you are rehired by the same employer within 1 year, we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]

Cost of Coverage: [[The employer pays the cost of your coverage.] / [You pay the cost of your coverage] / [You and the employer share in the cost of your coverage.]]

The cost of your coverage must be paid for any period of time during which you are disabled under this plan.

EE-1SSG-2 Rev 3/09

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate it has the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

You must be working at least [30] hours per week.

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$6,000]*

[*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [11% of pre-disability earnings.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:][60, 90, 180] days after the date disability begins] or the date short term disability payments to you end].

(Continued)

Maximum Payment Duration

[For Class 1]

Age When Maximum Payment Duration Disability Begins To Age 65, but not less than 5 years [Less than Age 60 60 months Age 60 Age 61 48 months Age 62 42 months Age 63 36 months Age 64 30 months Age 65 24 months Age 66 21 months Age 67 18 months Age 68 15 months Age 69 and over 12 months

[For Class 2]

Age When	Maximum Payment Duration
Disability Begins	
Less than Age 60	To Age 65 for Injury, and the lesser of 5 years or to
	Age 65 for Sickness
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

Waiting Period:

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]

If your employment ends and you are rehired by the same employer within 1 year, we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]

EE-1LSG-2 Rev 3/09

(Continued)

Cost of Coverage: [[The employer pays the cost of your coverage.]/ [You and the employer share in the cost of your coverage.] / [You pay the cost of your coverage.]]

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

(Continued)

If you are a partner, pre-disability earnings means your average monthly earnings as figured:

- 1. From the line showing "net earnings (loss) from self-employment" from Schedule K-1 of your federal income tax return for the three calendar (or tax) (or fiscal) years just prior to the date disability begins; or
- 2. If you have not been a partner during the three years for which the most recent partnership federal income tax return was filed, then your average monthly earnings for the employment period that you have been a partner.

If you are a sole proprietor, pre-disability earnings means your monthly net profit averaged over:

- 1. The three most recent years; or
- 2. The period you have been a sole proprietor, if you have been a sole proprietor for less than three years.

Monthly net profit is gross income less total deductions (other than depreciation) as reported on form 1040 Schedule C, divided by 12.

For all other employees, pre-disability earnings means your average monthly earnings as figured:

- From the W-2 form (from the box that reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; or
- 2. The period of employment if no W-2 form was received.]

We reserve the right to verify reported earnings on either the K-1 or the W-2 prior to and at any time during the benefit payment process.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

If your employer pays your entire premium due, your insurance will go into effect on your effective date as shown in Section 1: Highlights of Your Plan.

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

If you pay for a part of the premium, you must apply in writing for the insurance for the insurance to go in effect. You will become insured on the latest of:

- The Individual Effective Date as shown in the Highlights of Your Plan page, if you apply on or before that date:
- 2. On the date you apply, if you apply within 31 days from the date you first met the eligibility requirements; or
- 3. On the date we approve any required proof of health acceptable to us. We require this proof if you apply: (a) after 31 days from the date you first met the eligibility requirement; or (b) after you terminated this insurance but remained in an eligible class as shown in the Highlights of Your Plan page.

Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

Your insurance will not go into effect on a date you are not in active employment because of a sickness or injury. Your insurance will go into effect after you have been in active employment for one (1) full day in an eligible class, as shown on the Highlights of Your Plan page.

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

EE-3SG-2 Rev 3/09

SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?

[No, coverage will terminate on the date that you cease active employment with the employer.]

[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]

EE-3SG-3 Rev 3/09

SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or
 on an approved layoff or leave of absence];
- [The first of the policy month coinciding with or next following the date the Participating Unit ceases to be a Participating Unit under this policy;].or
- The first of the policy month coinciding with or next following the date you enter military service (not including Reserve or National Guard).

[Participating Unit means (a) if your employer employs two (2) to five (5) eligible employees, all must be insured; and (b) if your employer employs six (6) to nine (9) eligible employees, all but one (1) must be insured.]

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

WHEN WILL INDIVIDUAL COVERAGE BE REINSTATED

If your insurance is terminated due to layoff or an approved leave of absence, coverage may be reinstated if you return to active employment with your employer within the period of time shown on the Highlights of Your Plan page. You must also be a member of an eligible class as shown on the Highlights of Your Plan page, and have been:

- 1. On a leave of absence approved by the employer;
- 2. On temporary lay-off.

If coverage is reinstated, you will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect after you return to active employment for one (1) full day. If you return after resigning or been discharged, you will be required to required to fulfill all of the eligibility requirements of this policy again, including the waiting period. If you return after you terminated your insurance or for failure to pay premium when due, proof of health acceptable to us must be submitted before you may be reinstated.

EE-3SG-5 Rev 3/09

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability and pay a limited short term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [6 months] following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

- 1. [Equal to [30-50%] of the [gross/net] weekly benefit otherwise payable, or [\$50] per week, whichever is less:
- 2. [Payable for a maximum of [5] weeks]]; and
- 3. Subject to the terms of the "When Will Our Payments to You Stop?" provision.

Pre-existing condition is a sickness or injury:

- · For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [three] months prior to your effective date of coverage.

Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- · Taking prescribed medicines;
- Being prescribed medicines;
- · You should have been taking prescribed medicines but chose not to; or
- · Receiving diagnostic measures.

Limited Pre- Existing Condition Benefit EE-4S-6.4SG Rev 3/09

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [6. Any benefits from the employer's retirement plan you:
 - a. Receive as disability benefits;
 - b. Voluntarily choose to receive as retirement benefits;
 - c. Receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you roll over or transfer to an eligible retirement plan.

Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.

- 7. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
- 8. Any amounts you receive under any unemployment compensation law.
- 9. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability and pay a limited long term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [12 months] following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

- 1. Equal to [30%] of [pre-disability earnings];
- 2. [Payable for a maximum of [12] months];
- 3. Subject to a maximum of [\$3,000] per month, reduced by other income benefits;
- 4. Subject to the terms of the "When Will Our Payments to You Stop?" provision.

Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [12] months prior to your effective date of coverage.

Treatment includes:

- · Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- · Taking prescribed medicines;
- · Being prescribed medicines;
- · You should have been taking prescribed medicines but chose not to; or
- · Receiving diagnostic measures.

Limited Pre-Existing Condition Benefit EE-4L-6.4SG Rev 3/09

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (Continued)

WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan, you are in active employment, you are insured under this plan, and you become disabled while insured under this plan due to a pre-existing condition, then you may be eligible for payments from us that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision even though your disability is caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a preexisting condition.

In order to receive payments from us, that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision, you must meet the pre-existing condition limitation of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition provision in this plan. If you meet the requirements of this provision for a disability due to a pre-existing condition that would have been subject to the pre-existing condition limitation of this plan, we will determine our payments to you using the provisions of this plan, reduced by any benefits payable under the prior plan.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [7. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
- 8. Any amounts you receive under any unemployment compensation law.
- 9. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.]

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

BUSINESS OVERHEAD EXPENSE BENEFIT

You may be eligible for this benefit if you are eligible to receive an LTD benefit and are [an Owner/Sole Proprietor/Partner/Shareholder] of the policyholder's business and are responsible for payment of all or a portion of business overhead expenses. You must submit an application for this benefit, and the policyholder must pay the required premiums. Your coverage under this provision will be effective when we approve your application.

If you become totally disabled as defined below and the policyholder's business continues to pay the portion of Business Overhead Expenses that you were liable for as the [Owner/Sole Proprietor/Partner/Shareholder] of the policyholder's business, we will pay the policyholder a Business Overhead Expense Benefit while you remain totally disabled. Benefits will begin after you satisfy the Elimination Period and will be paid for a maximum of [24] months.

WHAT DOES TOTALLY DISABLED MEAN?

For purposes of this Business Expense Overhead benefit, totally disabled means our determination that your sickness or injury began while you are covered under the policy and prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 20% of your pre-disability earnings.

Material and substantial duties are the duties that:

- · Are normally required for the performance of the occupation; and
- · Cannot be reasonably omitted or changed.

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the policyholder for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

EE-6SG-18 (1)

BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

You will not be considered disabled from work in an occupation solely because of:

- A work schedule that is inconsistent with the normal work schedule of your regular occupation;
- 2. Your relationship with the policyholder or other employees of the policyholder; or
- The physical relationship of the policyholder's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

BENEFITS

The Business Overhead Expense Benefit will be the lesser of:

- 1. [15%] of Your [Monthly] Earnings [averaged over the prior [12] months];
- 2. [\$2,500]; or
- 3. the actual amount of Business Overhead Expenses included in your application for this benefit and paid by you each month.

The benefit will be paid only to reimburse the policyholder for the portion of the following Business Overhead Expenses, specifically identified in your application for Business Overhead Expense coverage, for which you are responsible to make payment, and provided in the prior year's business tax return and the expenses and deduction amounts for such expenses:

- Salaries of persons who are not owners, sole proprietors, partners, or shareholders of the business and of employees who are not your spouse, child, child's spouse, stepchild, stepchild's spouse, grandchild, grandchild's spouse, parent, stepparent, parent-in-law, or sibling ("immediate family");
- 2. Employment taxes for persons whose salaries are includable expenses;
- 3. Employee benefit costs for persons whose salaries are includable expenses;
- 4. Rental payments for property and equipment;
- 5. Interest on mortgaged business property;
- 6. Utilities;
- 7. Accounting and legal fees;
- 8. Business insurance expenses including premiums for property and/or liability coverage;
- 9. Interest on business debts;
- 10. Property taxes; and
- 11. General office supplies.

EE-6SG-18 (2)

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BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

The Business Overhead Expense Benefit will be paid monthly in accordance with the following rules and definitions:

- 1. You must be totally disabled throughout the elimination period, which, for purposes of the Business Overhead Expense Benefit, will be [30 90] days.
- 2. The Business Overhead Expense Benefit equals the portion of Business Overhead Expenses for which you are responsible to make payment each month, up to a maximum benefit of [\$2,000 \$5,000] each month.
- 3. In calculating the Business Overhead Expense Benefit, each day of a period of total disability that is less than one month will be considered 1/30th of a full month.
- 4. For any business overhead expenses that are paid on other than a monthly basis, we will pro-rate the amount of such business overhead expenses over the period of time for which such business overhead expenses apply, to determine the amount of the expense that should be included in calculating each monthly Business Overhead Expense Benefit. Any such non-monthly business overhead expenses will be deemed to have been paid in the month to which they apply.
- 5. We will pay the Business Overhead Expense Benefit for up to [6 24] months while you remain totally disabled and remain liable for payment of Business Overhead Expenses.
- We must receive satisfactory proof that these Business Overhead Expenses are usual and customary and that such expenses were regularly being paid prior to the date you became disabled.
- 7. We must receive satisfactory proof of payment of these Business Overhead Expenses before reimbursement will be made to the policyholder. Payment will be made each month to reimburse the policyholder for the prior month's Business Overhead Expenses.

ADDITIONAL PROOF OF CLAIM REQUIREMENTS

Before any benefits are paid to the policyholder for Business Overhead Expenses, we need you to submit proof of claim information as required under the policy, and your annual earned income from personal services as reported to the IRS on your personal or business Federal Tax return, including, but not limited to:

- 1. W-2 Income from your business;
- 2. Your share of business net profits/losses after all business expenses;
- 3. Business ownership type (i.e. proprietorship; partnership; corporation; s-corporation, or other);
- 4. Percent of business ownership;
- 5. The business tax return for the year prior to your disability.

EE-6SG-18 (3)

BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

EXCLUSIONS

Business Overhead Expense benefits are subject to all the Exclusions and Limitations included in the certificate. In addition, Business Overhead Expense Benefits will not be paid for the following:

- Salary, fees, drawing accounts, profits, or other forms of remuneration and benefits payable to or for you, anyone hired to replace you, any other owners of the business, anyone employed by the policyholder who does the same type of work as you, or any member of your immediate family not regularly employed by the business, whether or not they were employed by the business prior to disability;
- 2. Depreciation and any other non-cash expenses;
- 3. Medical supplies and cost of goods sold or supplies used to generate revenue;
- 4. Commissions paid;
- 5. Income taxes on business profit;
- 6. Waived insurance premiums;
- 7. Principal payment on loans or credit card balances;
- 8. Auto lease payments or expenses;
- 9. Equipment, furniture, and fixtures purchased after the date of your disability;
- 10. Travel and entertainment;
- 11. Home office expense;
- 12. Mortgage payments applied to principal;
- 13. Cost of goods, wares, patient supplies, and merchandise of any nature;
- 14. Cost of the implements of your profession or occupation; or
- 15. If your total disability is caused by, contributed to by or results from a pre-existing condition and your total disability begins within 12 consecutive months after the effective date of your Business Overhead Expense coverage.

For purposes of this Business Overhead Expense benefit, a pre-existing condition is a sickness or injury:

- · For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the three months prior to the effective date of your Business Overhead Expense coverage.

Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see:
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

EE-6SG-18 (4)

BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

COORDINATION OF BENEFITS

If you are eligible for benefits under any other policy that provides business overhead expense coverage, the amount of Business Overhead Expense Benefits for which you are eligible each month under this plan will be the lesser of the following amounts:

- 1. The maximum monthly Business Overhead Expense Benefit under this plan; or
- 2. The monthly Business Overhead Expense Benefit payable under this plan, less the total monthly benefit for any loss that is payable to you under such other policies.

SURVIVOR BENEFIT

If we receive proof of your death while you are eligible to receive Business Overhead Expense Benefits, we will pay a one-time lump sum benefit to the policyholder. The amount of this final lump sum Business Overhead Expense Benefit will be [1-3] times the last monthly Business Overhead Benefit we made prior to your death.

TERMINATION OF BUSINESS OVERHEAD EXPENSE BENEFITS

We will cease payment of Business Overhead Expense benefits on the earliest of the following dates:

- The dates stated in the "When Will Our Payments to You Stop?" section included in the certificate;
- The date you are no longer eligible for LTD benefits under this plan;
- The date you are no longer totally disabled, as defined in this Business Overhead Expense benefit;
- The date we have made [24] monthly Business Overhead Expense payments;
- The date you fail to provide satisfactory additional proof of claim, as described above;
- The date you are no longer an [owner/partner/sole proprietor/shareholder] of the policyholder's business:
- The date you are no longer liable for payment of any business overhead expenses; or
- The date the policyholder's business is sold, closes, or experiences a change in ownership of 50% or greater.

EE-6SG-18 (5)

Company Tracking Number: ELP008

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SG Amendment filing

Project Name/Number: ReNEW2 SG Amendment filing/ELP008

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 12/29/2010

Comments: Attachment:

AR READABILITY CERTIFICATION.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved-Closed 12/29/2010

Comments:

The following application forms, approved in your state on 8/27/08, will continue to be used with the underlying group policy and certificate, as amended:

Group Application form EAP660

Group Evidence of Insurability Form LP659

Item Status: Status

Date:

Satisfied - Item: Third Party Authorization Approved-Closed 12/29/2010

Comments:

Attachment:

EMC Filing Authorization for SG amendment.pdf

Item Status: Status

Date:

Satisfied - Item: General and Specific Variables Approved-Closed 12/29/2010

document for SG Amendment filing

Comments:

Attachment:

Generic EMC ReNEW2 SG Amendment variables 12-10.pdf

AR READABILITY CERTIFICATION

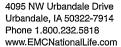
POLICY:

Group Disability Insurance Policy Amendment pages ELP008 Group Disability Insurance Certificate Amendment pages ELP009

EMC National Life Company

I certify that the attached policy and certificate forms meet and exceed the requirements of the Arkansas Life and Disability Insurance Policy Language Simplification Act. The Flesch score for these forms is 45.

Signature:	
Name (typed or printed): Kimberly Dunn, JD	
Title or business affiliation: CDS Compliance Consultant	
Date: 12/28/10	





LETTER OF AUTHORIZATION

I, the undersigned officer of EMC National Life Company, hereby authorize Custom Disability Solutions ("CDS") to submit the Group Disability Insurance Policy Amendment form ELP008 and Certificate Amendment form on our behalf. CDS has authority to sign as our designated representative on all appropriate letters and transmittal forms required for this filing.

Signature of Officer of Insurer

Carol A. Bintner, Vice President Administrative Services
Name and Title of Officer of Insurer

November 30, 2010 Date

Custom Disability Solutions 600 Sable Oaks Drive South Portland, ME 04106

EMC National Life Company Group Policy Amendment ELP008 and Group Certificate Amendment ELP009 GENERAL AND SPECIFIC VARIABLES

NOTE: This Amendment filing may not contain all pages referenced in these variables as a result of state law. Variables listed for a page that is not included in the filing will not apply.

Applicable to the Policy/Certificate Amendment forms, in general:

- 1. These forms amend the previously approved Group Disability Policy LP656 and Group Disability Certificate LP657 by adding additional pages that could be used with those forms for small groups (primarily 2 to 9 lives). Filed text may be included or omitted and document format may vary according to a policyholder's plan. Provisions and statements that are not applicable to a policyholder's plan will be omitted.
- 2. The title of specific acts/laws may change if the title of the law/act is changed by law.
- 3. Variable data is indicated by brackets in the filing document and variable ranges or options are either shown in the filing document or are detailed in this variability statement. Text which is bracketed with no explanation of any alternative language, designates that the language is either "in" or "out" of the contract, as is. This variability document clarifies the pages that are to be used for each coverage available under the filed policy and certificate.
- 4. Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between the Insurance Company and the Policyholder; however, we will not agree to any provision which is, to the best of our knowledge and belief, ambiguous or unclear, or inconsistent with any law or regulation of the state or federal government.
- 5. We may issue certificates in a foreign language, based on a direct translation of the filed wording.
- 6. The attached policy forms are submitted in 10 point type on 8 1/2 by 11 pages. We may print the same text in a booklet format (5 1/2 by 8 1/2 pages), if requested by the Policyholder. Final printed forms will be issued in at least 10 point type.
- 7. The page numbers included below are the internal page numbers included on the bottom right-hand side of each form.

POLICY AMENDMENT ELP008

NOTE: ER-6SG and ER-7SG will be used for LTD small group coverage.

ER-6SG

- 1. The first bracketed [31 days] may be replaced with any number of days from 31-60.
- 2. The bracketed [2-5] may vary from any amount between 2 and 50 lives and the bracketed [100%] may vary from any amount from 75%-100%..
- 3. The bracketed [6-9] may vary from any amount between 5 and 50 lives.
- 4. The bracketed [10] may vary from any amount between 10 and 100 lives.

CERTIFICATE AMENDMENT ELP009

EE-1SSG-1

- 1. The description of "Eligible Class" will vary, depending on the specifics of each case. The standard text is "all fulltime employees" but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover "salaried" employees, thus the definition will read, "All fulltime Salaried employees." If part-time employees are included, this definition might be modified to delete reference to "fulltime." The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
- 2. The benefit percentage varies from 20%-70%. Only the appropriate percentage will be included for the plan.
- 3. The Maximum Payment Amount varies for amounts from \$1,000 up to \$2,500. The optional asterisk may be deleted if there are no offsets to the plan.
- 4. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". Increment options include \$10, \$25, \$50, 0r \$100. The bracketed percentage can vary from 50% to 70%. The maximum can be any amount from \$500 to \$2,500. Offsets with Other Income Benefits are standard but may be excluded.
- 5. The Minimum Payment Amount may vary to an amount from \$25-75.
- 6. In the Elimination Period, the text for 'if disability is due to an injury' may be deleted. The elimination period days generally ReNEW2 SG amendment variables 12-10

- vary from 0-60 for injury and 7-60 for sickness.
- 7. Standard pre-disability earnings definitions variations appear at the end of this document.

EE-1SSG-2

- 1. The Maximum Payment Duration varies from 9-104 weeks.
- 2. The Waiting Period is variable to show the period of time for each employer's plan. Generally the time for current employees is "none", and the time for new employees is "1-6 months".
- 3. The Individual Effective Date is variable. Standard text is shown but it may vary depending on the Policyholder's request. For instance, the effective date might be the first day after the employee completes the waiting period.
- 4. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.

EE-1LSG-1:

- 1. The eligible class will vary for each policyholder, subject to Underwriting approval.
- 2. Available benefit percentages are shown in brackets. If the plan instead allows for a fat benefit amount, this entire item will be omitted.
- 3. The maximum benefit may vary from \$1,000 to \$25,000. The bracketed asterisk will be excluded if there are no offsets for the plan. This entire item will be excluded if there is a flat benefit amount instead.
- 4. The bracketed asterisked paragraph will be included if there are offsets.
- 5. The elimination period can vary from 60-180 days; the bracketed "the later of" wording will be included for policies with both STD and LTD coverage..

EE-1LSG-2:

- 1. The maximum payment duration can vary as shown by Class or with any filed duration.
- 2. The waiting period can vary based on policyholder request.
- 3. Individual Effective Date standard wording is shown in brackets; this can vary base don Policyholder request (example First day of the next month following completion of the waiting period).

EE-1LSG-3

1. Cost of Coverage – the appropriate bracketed wording will be included base don who pays the premium for the coverage.

EE-1LSG-4

1. The definition of predisability earnings can vary; any filed definition can be used or varied based on request of the policyholder, with Underwriting approval.

EE-3SG-3:

1. Only one of the bracketed items will be included depending on whether coverage is continued during layoff or leave of absence.

EE-3SG-5

1. Bracketed text may be omitted from the final documents depending on a policyholder's sold plan design.

EE-4S-6.4SG:

- 1. This benefit will be included if the STD coverage includes a pre-existing condition limitation.
- 2. The bracketed 6 month exclusionary period can range from 6 12 months.
- 3. The benefit can vary based on the benefit %, maximum dollar amount, and duration period. The benefit percentage can vary between 30-50%, the maximum can vary between \$25 and \$500 per week.
- 4. The duration can vary between 4-26 weeks.
- 5. The definition of pre-existing condition can range from 3 to 12 months.

EE-4SSG-9:

1. The entire page is standard text but can be omitted upon policyholder request and Underwriting approval. Item 10 may be included or not, based on Underwriting.

EE-4L-6.4SG:

- 1. The first bracketed 12 months can vary between 6 and 24 months; the increase wording is standard but may be omitted.
- 2. The bracketed 30% may range from 20-70%.
- 3. The bracketed maximum duration may range from 6 to 36 months; this entire item may be omitted if the duration will be the same as the plan.
- 4. The bracketed timeframe in the definition of pre-existing condition may vary from 3 to 12 months.

NOTE: Small group LTD takeover plans which would use EE-4LSG-8.

EE-4LSG-8

1. The text on these pages will not be included if the plan does not replace a prior insurance plan.

EE-4LSG-13:

The entire page is standard text but can be omitted upon policyholder request and Underwriting approval. Item 10 may be included or not, based on Underwriting.

EE-6SG-18(1):

- 1. This benefit will be included if sold with the plan.
- 2. The bracketed occupation will be included, as applicable.
- 3. The bracketed 24 month maximum can vary between 6 and 24 months.

EE-6SG-18(2):

- 1. The bracketed 15% can vary between 10 and 25%; the bracketed averaging wording will be included if applicable.
- 2. The bracketed [\$2,500] maximum may vary from \$2,000 to \$5,000.

EE-6SG-18(3):

- 1. The bracketed # days will vary as filed.
- 2. The bracketed [\$2,000-\$5,000] maximum will vary only as filed.
- 3. The bracketed [6-24] months will vary as filed.

EE-6SG-18(5):

- 1. The bracketed [1-3] will vary as filed.
- 2. The bracketed [24] months will vary from 6-24 months.
- 3. The bracketed occupation will be included, as applicable.